Annexure B 1: Two cover System

BANGALORE METROPOLITAN TRANSPROT CORPORATION

CENTRAL OFFICES, STORES & PURCHASE BRANCH,
BANGALORE : 560 027

STANDARD TERMS & CONDITIONS

Sub: Procurement of Brake and Brake Parts.

Ref: Tender No. BMTC/2023-24/IND0035.

1. Submission of Tender Documents

i) The Tender shall be submitted through Karnataka Public Procurement Portal (http://kppp.karnataka.gov.in). Vendors need to register the Karnataka Public Procurement portal to submit their bids online. The tender document can be viewed free of cost on Karnataka Public Procurement Portal.

ii) The Tender is invited as per provisions of the Karnataka Transparency in Public Procurement ACT-1999 in **two cover** system i.e., Pre qualification (Technical) and Commercial offer separately .The following documents are available in the Tender Document.

iii) **Annexure A** –Pre-qualification form (to be filled and uploaded in the same file and format).

iv) **Annexure A-1** in respect of payment of Tender Processing Fee and Earnest Money Deposit (to be filled and uploaded in the same file and format).

v) **Annexure B** – Terms and Conditions, Specifications (in the view only format and can be downloaded).

vi) **Annexure B-1** – Standard Terms and Conditions (in the view only format and can be downloaded).

vii) **Annexure B-2:** Government Order regarding restrictions on public procurements from bidders of country/ Countries which shares a

Land Border with India (in the view only format and can be downloaded) and declaration-III has to be submitted in this regard.

viii) **Declaration I** - Declaration towards offering lowest rate on Rs. 20 Stamp paper (in the view only format and can be downloaded - to be uploaded to the KPPP portal duly filled & signed and attached to Pre-qualification offer).

ix) **Declaration II –** This declaration to be submitted by the Principal firm (in case the Principal firm/ manufacturers will execute supplies through their distributor) on Rs.20 & above stamp Paper (in the view only format and can be downloaded – to be uploaded to the KPPP portal duly filled & signed and attached to Pre-qualification offer duly filled).

x) **Declaration III-** Compliance Certificate regarding restrictions on public procurements from bidders of such country/ countries which shares a Land Border with India on Rs.20 & above stamp Paper (in the view only format and can be downloaded – to be uploaded to the KPPP portal duly signed and attached to Pre-qualification offer)

xi) **Additional format** (in the view only format and can be downloaded – to be uploaded and attached to pre-qualification offer duly filled).

xii) The offer with conditions are liable to be rejected (Conditional offers are liable for rejection).

2. Submission of Pre-qualification Offer through Karnataka Public Procurement portal.

i) In the first cover Pre-qualification details as specified in the Annexure-A should be filled and the same should be uploaded.

ii) The tenderers shall pay the tender processing fee and EMD through any of the following e-payment modes. The details are available at the end of this document.

(a) Credit Card
(b) Debit Card
(c) National Electronic Fund Transfer (NEFT)
(d) Over the Counter (OTC) (ICICI Bank)

iii) The necessary pre-qualification documents shall be scanned and attached along with Annexure-A and Annexure-A1. The Pre-Qualification offer without attachment of scanned image will be disqualified.

3. Submission of Commercial Offer through Karnataka Public Procurement portal

The Commercial details as specified in the tender shall be filled in the same format, which shall be encrypted using the Digital Signature Certificate of the tenderer. The End rate shall be provided by the tenderer in the appropriate field against each item. The Commercial offer shall not be submitted in hard copy. **Only commercial offer uploaded through Karnataka Public Procurement Portal will be considered for evaluation**. The uploading of commercial offer along with the pre-qualification offer, lead to the disqualification of the firm.

4. Opening of Tender

i. The Tenders will be opened online on the due date and time at the Stores and Purchase Branch, Central Offices, BMTC, Bangalore - 560 027.

ii. The Tenderers or their representatives can be present on the date, time and place of opening of the Pre-qualification and Commercial Offer on the respective dates, when the commercial details of the Tenderers can be viewed.

iii. The commercial bids of the Tenderers, who are pre-qualified will only be opened.

iv. The Commercial offers of all the Tenderers which are opened are available for free view in the Web site to all the Tenderers, from the date and time of its opening.

v. The Tender Inviting Authority reserve the rights to extend the last date of receipt of the Tender which would be available in the Karnataka Public Procurement portal.

5. Prices

The Prices should be FOR destination basis to Central Stores, Central Workshop-1, BMTC Bengaluru and should include the discount, packing, forwarding, freight charges, insurance, unloading charges and other incidental charges should be included in the basic rate. The end rate inclusive of all taxes (IN INDIAN RUPEES) shall be uploaded by the bidder in the Karnataka public procurement portal.

6. Pre-Award Penal Clause

After opening of the tender, if any supplier **WITHDRAW** their offer in view of wrong quote in the Karnataka Public procurement portal OR claim any modifications on their offered basic rates i.e., inclusive of discount, packing, forwarding, freight charges, insurance and other incidental charges (other than variations in statutory levies due to Govt. policy), the offer of such firm will not be considered and the firm will be **BARRED FOR TWO FUTURE TENDER CYCLES** beside forfeiting their EMD.

7. Payment

100% payment within 30 days from the date of receipt and acceptance of the materials provided Security Deposit is submitted.

***** PLEASE NOTE THAT "NO OTHER PAYMENT CONDITIONS" WILL BE ACCEPTED BY THE BMTC.**

8. Delivery

i. The successful Tenderer has to supply the ordered quantity of Materials as per the Delivery schedule given in the Purchase Order or as per the revised delivery schedule if any, furnished by the consignee. **The contract period is valid until the ordered quantities are exhausted.** However, the Tender Inviting Authority/ consignee reserves the right to modify the schedule and accordingly supplies have to be made.

ii. The Tenderers are requested to indicate the minimum lead-time required for delivery, from the Date of Purchase Order.

iii. Failure of supply the materials as per the delivery schedule furnished in the purchase order or the revised delivery schedule

furnished by the consignees will lead to disqualification in the future tenders besides forfeiting the EMD.

9. Validity of Rates for Acceptance of Offers

i. The rates offered should be valid for **90 days** from the date of opening of the Tender for acceptance of offers and the successful Tenderer has to extend the validity of the Offers till the completion of the Purchase Order. He should hold the prices valid for the tender period and should give a commitment in this regard in the first bid itself. No increase in the rate decided on any account will be entertained during the period of execution of the Tender.

ii. The Tender inviting Authority may seek extension of the initial validity of offer by writing, in case of delay in acceptance of the tenders.

10. Earnest Money Deposit:

i. The EMD (Refundable to unsuccessful bidders) as prescribed shall be submitted online through the Karnataka Public Procurement portal using any of the following 4 modes.

1. Credit Card
2. Debit Card
3. National Electronic Fund Transfer (NEFT)
4. Over the Counter (OTC) (ICICI Bank)

The EMD will be forfeited in the following cases:-

a) If the Tenderer withdraw the Quotation or make any modification in the Rates, Terms and Conditions before the expiry of the initial validity period i.e., **90 days** from the date of opening of the Tender.

b) If the specified Security Deposit is not paid within Seven days on acceptance of the offer.

11. Security Deposit

The successful Tenderer will be intimated through letter of Intent regarding placement of orders with the details of Materials, Quantity, Rate and other Terms and conditions with a request to submit the

Security Deposit as prescribed and to start supplies simultaneously so as to release the regular Purchase Order.

Before starting the supplies, the successful Tenderer has to pay Security Deposit as prescribed, in the form of DD drawn in favor of the CAO-FA, BMTC, Bangalore -560027 Or Bank Guarantee of any Nationalized Banks OR Public Sector Banks OR Private Sector Banks – Indian Banks in favour of Controller of Stores & Purchases, BMTC, Central Offices, Bangalore : 560 027 or in the form of E-bank Guarantee. The Bank Guarantee should be submitted in the format prescribed by the Corporation. The Bank guarantee submitted in any other manner is not acceptable. **The Bank Guarantee should be valid up to 15 months from the date of Letter of Intent. The Corporation reserves the right to accept the Security Deposit in any other forms.** The Regular Purchase Order will be placed only on receipt of the Security Deposit.

The Security Deposit is liable to be forfeited either in full or in part, if the Tenderer on whom the purchase order is placed, fails to complete the supplies as per the terms and conditions of the purchase orders or in case of non settlement of claims. The Security Deposit will be refunded after completion of supplies OR after settlement of all claims.

The Security Deposit does not carry any interest. The validity of the Security Deposit to be extended suitably [to cover the warranty period of the last item (wherever applicable) supplied/ installed/ commissioned] as per the request of the purchaser.

IN CASE OF SUPPLIES ARE ROUTED THROUGH ANY DISTRIBUTOR, THE SECURITY DEPOSIT SHOULD BE FURNISHED BY THE PRINCIPAL FIRM/ MANUFACTURER ONLY. THE SECURITY DEPOSIT SUBMITTED BY THE DISTRIBUTOR OR OTHERS IS NOT ACCEPTABLE.

12. Risk Purchase/ Penal Clause

If supplies are not made as per the delivery schedule prescribed or the revised delivery schedule intimated by the consignee, if any, the consignee will purchase such requirements from any available source and this extra expenditure incurred thereof will be recovered from the

supplier's Bills due for payment or from the Security Deposit. Further the default supplier has to reimburse all the liquidated damages/losses arising due to non-fulfillment of contractual obligations.

The product should meet the specific requirement/ specifications as prescribed in the Tender. If the supplies do not confirm to the specification/Samples and if the supplies are not effected as per delivery schedule, the BMTC reserves the right to debar the firm.

13. Testing of Random Samples

The random samples from the supplies received will be selected and sent for testing to any of the govt recognized test laboratories to ensure, whether the product meet the specifications as prescribed in the tender documents. In case of failure of samples in the test, penalty will be calculated to the extent of 10% of the particular item of the invoice in addition to the cost of samples, testing charges, administrative/ incidental charges etc., will be levied and recovered from the pending bills after intimating the same to the supplier. In case, pending bills are not available in the division, the firm will be requested to reimburse the same in order settle the claim. In case of failure of 10% of the samples in respect of previous order, then the firm will be barred from participating in the two future tenders.

14. General

The Quantity indicated in the tender is approximate requirement. However, the actual quantity may vary to the extent for ± 25% of the tendered quantity as per the requirements at the time of releasing the order. Accordingly supplies are to be effected.

The Tender Accepting Authority at any time before passing the order of acceptance may reject all the tenders on the ground of charges in the scope of procurement, failure of anticipated finical source, accidents, calamities, or any other grounds which would render the procurement un-necessary or impossible.

The suppliers shall undertake to abide by all the terms and conditions of the tender.

In the matter of any disputes, the decision of the Managing Director, BMTC is binding on all the tenderers.

15. Declaration-I

i) The above declaration shall be given on the stamp paper of Rs.20/- as per the format provided. If the tenderer is found guilty i.e., given wrong information in this regard as on the date of tender opening, they will be liable for disqualification.

ii) The Declaration-I shall be scanned and attached along with Annexure A 'Pre-qualification Offer' in electronic mode (scanned).

16. Declaration - II

The above declaration shall be given on the stamp paper of Rs.20/- or above as per the format provided.

The Declaration **-II (if applicable)** shall be scanned and attached along with Annexure A 'Pre-qualification Offer' in electronic mode (scanned).

17. Declaration-III

The above declaration-III shall be given on the stamp paper of Rs.20/- or above as per the format provided. If the tenderer is found guilty i.e., given wrong information in this regard, this would be a ground for immediate termination of order/ contract/ LoI and further legal action against them in accordance with Law.

The Declaration-III shall be scanned and up loaded to the e-procurement portal along with along with Annexure A 'Pre-qualification Offer' in electronic mode (scanned).

18. Work Inspection

The BMTC reserve the right to conduct Factory Inspection of the tenderers at any time **by the Team of Officers before or after the purchase order** to ensure that the firm is having required infrastructure facility to execute the orders and dis-qualify the firm, if found the tenderer is not having required infrastructure facility. **The expenses of Travel by Air/Train etc, local transportation, Stay charges etc. of the Team of Officers have to be borne /arranged by the bidders.**

19. Appeal

The Appellate Authority as per provision of KTPP Act of the GoK.

20. Force Majeure Clause

a) "Neither party shall be liable for any failure to perform its obligations hereunder where such failure is as a result of acts of God (including fire, flood, earthquake, storm, Hurricane or other natural disasters, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, terrorist activities, Govt. sanction, blockage, embargo or any such events which are beyond the reasonable control of the parties. Notice informing such occurrence shall be sent the other party within 3 days of such occurrence.

However, the acts such as labour disputes, strikes, lockouts or any such industrial unrest in organization of the supplier shall not be considered for such failures".

b) During the existence of any of the above conditions, the supplier shall be excused from delivering the products to the buyer and the buyer shall be at liberty to purchase the product elsewhere to that extent during such period but shall again resume off take from the supplier, on receipt of the suppliers notice of readiness to resume performance.

c) Similarly, the buyer shall be at liberty to refuse to accept the supplies from the supplier and the supplier shall be at liberty to sell the product elsewhere during the period (when the buyer is unable to receive the supplies from the Supplier), but. the supplier shall again resume supplies on receipt of the buyer's notice of readiness to resume acceptance.

d) As soon as the cause of Force Majeure has been removed, the Party (buyer or supplier) whose ability to perform its obligations has been affected shall notify the other of such cessation immediately and resume supply/ service.

21. Corrupt and Fraudulent Practices

***"*Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the**

public official in the procurement process or in contract execution.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of BMTC, and includes collusive practice among the tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive BMTC of the benefits of free and open competition.

a. Tenderers/ Suppliers / Contractors should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the BMTC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

b. Tenderers / Suppliers/ Contractors shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

c. Tenderers / Suppliers/ Contractors shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the Tender and prior to the notification of the Award and if any attempt by the tenderer to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.

d. In such cases, the Tender Inviting Authority

   i. will reject a proposal for award if it determines that the Tenderers/ Suppliers/ Contractors recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

ii. Debarment of Tenderers:- The procurement entity may debar tenderers for a period not exceeding three years from participation in its tenders following such procedure as may be prescribed on the ground that tenderer is engaged in corrupt or fraudulent practices in competing or executing the contract including misleading the procuring entity at any stage of procurement activity with a fraudulent intention".

e. Furthermore, Tenderers / Suppliers/ Contractors shall be aware of the provision stated below:

i. The Tenderers / Suppliers / Contractors shall permit the BMTC to inspect their accounts and records relating to the performance and to have them audited by auditors appointed by BMTC, if so required.

ii. BMTC may at any time terminate the Contract by giving written notice to the Tenderers / Suppliers / Contractors, if they becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenderers / Suppliers / Contractors, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BMTC.

f. Termination for Default

BMTC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Tenderers / Suppliers / Contractors, terminate the Contract in whole or part:

i.if the Tenderers / Suppliers / Contractors fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by BMTC or

ii.if the Tenderers / Suppliers / Contractors fails to perform any other obligation(s) under the Contract

g. Disputes Resolution Clause

In case of any legal dispute arising between BMTC and any Tenderers shall be within the jurisdiction of Bangalore Courts only.

22. <u>Arbitration Clause :</u>

a) In case of Dispute or difference arising between the BMTC and the agency relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the 12Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.

b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

c) The decision of the arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

CONTROLLER OF STORES AND PURCHASES
[TENDER INVITING AUTHORITY]